



**NURSE PRACTITIONERS, PHYSICIAN ASSISTANTS,  
AND CERTIFIED NURSE MIDWIVES  
STATE/COMMUNITY MATCHING  
LOAN REPAYMENT PROGRAM CONTRACT**

ND Department of Health  
Division of Health Facilities  
SFN 51132 (8-2001)

Dept. Use Only

File Number:

Contract Number:

Telephone: 701.328.2894

Name of Community

Name of Health Professional

The above-named Community and Health Professional, hereinafter referred to as "Community" and "Health Professional", and the North Dakota Department of Health, hereinafter referred to as "Department" hereby enter into the following contract to repay educational loan expenses and provide full-time health professional services for a period of at least 2 (two) years. Specific responsibilities of the parties are as follows:

**The Community will:**

1. Pay the following amount of educational loan expenses:

\$

2. Begin making payments (after the Health Professional has completed 3 (three) months of full-time service to the community) to:

3. Make payments on the schedule as listed below:

**The Department will:**

1. Pay the following amount of educational loan expenses:

\$

2. Begin making payments (after the Health Professional has completed 3 (three) months of full-time service to the community) to:

Name of Health Professional

Address

City

State

Zip Code

3. Make payments on the schedule as listed below:

**The Health Professional will:**

Practice full-time medicine within the Community for at least 2 (two) years, beginning on the following date:

It is further agreed that if the Health Professional breaches this loan repayment contract by failing to begin or complete the obligated service, the Health Professional is liable for twice the unpaid loan repayment amounts which were to be paid by the Community and Department on a prorated basis. Any damages the Department and Community are entitled to recover under this Act shall be paid to the State Health Council within 1 (one) year from the date of the breach of this loan repayment program contract. Amounts not paid within the one-year period may be subject to collection through a bill collection company(ies) or through other collection methods. Damages recoverable for breach of contract include all interest, costs, and expenses incurred in collection, including attorneys' fees. Damages collected under this Chapter must be prorated between the Department and the involved Community. For compelling reasons, the State Health Council may agree to and accept a lesser measure of damages for breach of a loan repayment program contract.

It is understood that the Health Professional is released from obligated service, without penalty, if the obligated service has been completed; the Health Professional is unable to complete the term of the contract because of permanent physical disability; the Health Professional dies; or the Health Professional proves extreme hardship or other good cause, to be determined by the State Health Council. A decision by the State Health Council not to release the Health Professional from the Health Professional's obligated service without penalty is reviewable by the District Court.

Additionally, it is understood that any financial obligation of the Department of Health arising out of this loan repayment contract and any obligation of the Health Professional that is conditioned thereon, is contingent on funds being appropriated by the legislature for loan repayments under North Dakota Century Code Chapter 43-12.2.

This contract is in effect when signed by all parties.

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Signature of Community Representative

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Date

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Signature of Health Professional

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Date

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Signature of ND Department of Health

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Date

Return the completed program contract to:

Gary Garland, Director  
Office of Community Assistance  
Division of Health Facilities  
ND Department of Health  
600 East Boulevard Avenue, Dept. 301  
Bismarck, ND 58505-0200